

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

(1) TERRY HENRY,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 13-CV-395-GKF-PJC
)	
(1) STATE FARM MUTUAL)	
AUTOMOBILE INSURANCE)	
COMPANY; and)	
(2) STATE FARM FIRE AND)	
CASUALTY COMPANY,)	
)	
Defendants.)	

NOTICE OF REMOVAL

The Petitioners, State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company (hereinafter jointly referred to as “State Farm”), Defendants in the above-captioned case, state the following:

1. The above-entitled cause was commenced in the District Court of Rogers County, entitled Terry Henry v. State Farm Automobile Insurance Company and State Farm Fire and Casualty Company, Case No. CJ-2013-237. Process was served upon State Farm by serving the Oklahoma Insurance Department by certified mail on June 6, 2013. A copy of Plaintiff's Petition setting forth his claim for relief upon which the action is based is attached hereto and marked Exhibit “1.” A copy of the Summons served upon State Farm Mutual Automobile Insurance Company is attached hereto and marked Exhibit “2” and the Summons serve upon State Farm Fire and Casualty Company is attached here and marked Exhibit “3”.

2. The principal place of business of State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company is the State of Indiana, and they are incorporated in that

State. State Farm Mutual Automobile Insurance Company is not a reciprocal insurance exchange as alleged by Plaintiff. Plaintiff is a citizen and resident of the State of Oklahoma. (Plaintiff's Petition, p. 1, ¶ 1, Exhibit "1"). Plaintiff's cause of action is for alleged breach of the duty of good faith and fair dealing. The matter in controversy between Plaintiff and Defendants, according to Plaintiff's demand, exceeds Seventy-Five Thousand and No/100ths Dollars (\$75,000.00), exclusive of interests and costs. (Plaintiff's Petition, p. 4-5, ¶ 17, Exhibit "1").

3. This Court has original jurisdiction over this case pursuant to 28 U.S.C. § 1332 (1992), by reason of the fact that this is a civil action wherein the amount in controversy, according to Plaintiff's demands, exceeds Seventy-Five Thousand and No/100ths Dollars (\$75,000.00), exclusive of interest and costs and is between citizens of different states. Accordingly, this action may be removed by State Farm pursuant to 28 U.S.C. § 1441(a).

4. This Notice of Removal is filed in this Court within thirty (30) days after June 6, 2013, the date State Farm was served with a copy of Plaintiff's Petition, which was the initial pleading setting forth the claim for relief upon which this action is based. (Summons, Exhibits "2 and 3").

5. Copies of all process, pleadings, and Orders served upon Defendants have been attached hereto. Defendant, State Farm Mutual Automobile Insurance Company's Answer to Plaintiff's Petition is attached as Exhibit "4" and Defendant, State Farm Fire and Casualty Company's Answer to Plaintiff's Petition is attached as Exhibit "5". Pursuant to LCvR 81.2 a copy of the state court docket sheet is attached as Exhibit "6."

WHEREFORE, Defendants State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company pray that this action be removed.

Dated this 1st day of July, 2013.

Respectfully submitted,

**ATKINSON, HASKINS, NELLIS,
BRITTINGHAM, GLADD & FIASCO**

A PROFESSIONAL CORPORATION

/s/John S. Gladd

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CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of July, 2013, I electronically transmitted the attached document to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

Mr. Donald E. Smolen, II
Mr. Jack Beesley
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Tulsa, Oklahoma 74119
Attorneys for Plaintiffs

/s/ John S. Gladd